

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

ANTOR MEDIA CORPORATION,

Plaintiff,

v.

METACAFE, INC., ET AL.

Defendants.

And Related Counterclaims.

CIVIL ACTION NO. 2:07-CV-102

JURY TRIAL REQUESTED

STIPULATION

Plaintiff Antor Media Corporation and Defendants jointly stipulate and move the Court to stay this lawsuit pursuant to the following terms agreed to by the parties:

1. The Defendants agree that they will not be allowed to argue anticipation of the asserted claims at trial based upon any printed publications or patents applied by the examiner in an Office Action issued during the reexaminations. However, the Defendants will be permitted to rely for obviousness on the combination of a printed publication or patent that was applied by the examiner in an Office Action issued during the reexaminations with prior art that was not applied by the examiner in an Office Action issued during the reexaminations.

To avoid any ambiguity as to what is meant by "applied", the parties agree:

(a) "printed publications or patents applied by the examiner in an Office Action issued during the reexaminations" are those set forth below and any printed publications or patents expressly used by the examiner to reject or allow the claims after the date of this stipulation:

- Ghafoor et al., "A Distributed Multimedia Database System," *IEEE Proceedings: Workshop on the Future Trends of Distributed Computing System I the 1990s*, pp. 461-69, September 14-16, 1988.
- S. Christodoulakis and T. Velissaropoulos, "Issues in the Design of a Distributed Testbed for Multimedia Information Systems (MINOS)," *Journal of Management Information Systems*, Vol. 4, No. 2, fall 1987, pp. 8-33 ("MINOS I").
- U.S. Patent No. 4,918,588.

2. The parties agree that if there is an Office Action that confirms patentability of one or more of the asserted claims, the stay will be lifted upon motion by Antor. The parties agree to negotiate a new scheduling order, including a new date for mediation, at that time.
3. The parties agree that if a Final Office Action rejects all asserted claims, the case will remain stayed pending the conclusion of all appeals regarding the rejection of the asserted claims.
4. Defendants agree not to directly or indirectly institute any future reexamination proceeding of the patent-in-suit.

Respectfully submitted this 28th day of July, 2008.

(with permission) /s/ Robert M. Chiaviello

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Counsel for Macmillan Publishers, Inc. and Macmillan Publishers, Ltd.

/s/ Kevin P.B. Johnson

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was filed electronically in compliance with Local Rule CV-5(a). As such, this document was served on all counsel who are deemed to have consented to electronic service per Local Rule CV-5(a)(3)(A) on July 28, 2008.

/s/ Kevin P.B. Johnson

Kevin P.B. Johnson